



UNITED STATES MARINE CORPS

Marine Corps Logistics Command
814 Radford Blvd
Albany, Georgia 31704-0301

Request for Quote

RFQ Number: M67004-15-Q-0147

Date of Issue: 23 Sept 2015

Description of Services: Renewal of Data Domain Enhanced System Support

The requirement is for one year extended maintenance for Enhanced System Support.

Location of Services: Marine Corps Logistics Command, Albany, Ga.

Closing Date/Time: 25 Sept 2015 15:00 Hours (3:00 pm EST)

It is requested that your company provide a quote for the requirement.

The Government requests a discount off your rates.

Your quote is to include: Cost proposal

Delivery FOB Destination

Anticipate a Firm-Fixed Price

Quotes will be evaluated based upon price.

Period of Performance:

01 Oct 2015-30 Sept 2016

Source Selection Information See FAR 2.101 and 3.104

Extended Warranty for:

The following: Renewal of Enhanced System Support (DD) 9F48W36501

<u>Quantity/Unit of Issue</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
DD880 CTL; Model #: DD880-CTL; DD880 CTRL; NFS; CIFS (ROHS) ENHANCED SYSTEM SUPPORT; (DD)9F48W36501	1	\$	\$
Option ES20; Model #: C- E16-DC; ES20 STORSHELF;16 TB; DUALCTRL ENHANCED SYSTEM SUPPORT; (DD) SHU952400109D1E	1		
Option ES20 Storshelf; Model #: C-E8-DC; OPTION;ES20; 8TB STORSHELF;DUALCTRL; ENHANCED SYSTEM SUPPORT; (DD)SHU95240010A6EC	1		
Option ES20 Storshelf; Model #: C-E32-DC; ES20 STORSHELF; 32 TB; DUALCTRL ENHANCED SYSTEM SUPPORT; (DD) SHU0945847LB7SJ	1		

Source Selection Information See FAR 2.101 and 3.104

Option ES20 Storshelf; Model #: C-E16-DC; ES20 STORSHELF; 16 TB; DUALCTRL ENHANCED SYSTEM SUPPORT; (DD) SHU9524084G016N	1		
Option ES20 Storshelf; Model #: C-E16-DC; ES20 STORSHELF; 16 TB; DUALCTRL ENHANCED SYSTEM SUPPORT; (DD) SHU9524084G018Y	1		
Model #: L-VTL-880-1; LIC; VTL; 880. INCL:1XPCIE CARD; DP;4G ENHANCED SOFTWARE SUPPORT (DD)	1		

PERFORMANCE WORK STATEMENT
COMMAND, CONTROL, COMMUNICATIONS
AND COMPUTERS (C4)

Marine Corp Logistics Base, Albany GA

Server and Network Support

Maintenance, Protection, and Backup
Hardware and Software

1.0 DESCRIPTION OF SERVICES:

This requirement is for the purchase of backup and maintain backup of all MCLC Data. This requirement is to provide continuing EMC Data Domain support of the backup hardware and software.

1.1 Provide **Enhanced Support** for the following:

DD880 CTL; Model #: DD880-CTL; DD880 CTRL; NFS; CIFS (ROHS)
ENHANCED SYSTEM SUPPORT; (DD) 9F48W36501

Option ES20; Model #: C-E16-DC; ES20 STORSHELF; 16 TB;
DUALCTRL ENHANCED SYSTEM SUPPORT; (DD) SHU952400109D1E

Option ES20 Storshelf; Model #: C-E8-DC; OPTION; ES20;
8TB STORSHELF; DUALCTRL; ENHANCED SYSTEM SUPPORT; (DD)
SHU95240010A6EC

Option ES20 Storshelf; Model #: C-E32-DC; ES20 STORSHELF;
32 TB; DUALCTRL ENHANCED SYSTEM SUPPORT; (DD)
SHU0945847LB7SJ

Option ES20 Storshelf; Model #: C-E16-DC; ES20 STORSHELF;
16 TB; DUALCTRL ENHANCED SYSTEM SUPPORT; (DD)
SHU9524084G016N

Option ES20 Storshelf; Model #: C-E16-DC; ES20 STORSHELF;
16 TB; DUALCTRL ENHANCED SYSTEM SUPPORT; (DD)
SHU9524084G018Y

Source Selection Information See FAR 2.101 and 3.104

Model #: L-VTL-880-1; LIC; VTL; 880. INCL: 1XPCIE CARD;
DP; 4G ENHANCED SOFTWARE SUPPORT (DD)

2.0 DELIVERABLES

2.1 REMOTE TECHNICAL SUPPORT:

Customer may contract vendor by telephone or web interface on a 7X24 basis to report equipment, software, or other problem and provide input for initial assessment of *Severity Level. Vendor provides (1) technical response by remote means based on the Severity Level of the problem; or, (2) when deemed necessary by the Vendor, onsite support as described below. The initial technical response objective, based on the Severity Level, within the following time period after receipt of Government contact.

*Severity Level 1: 1 hour; on a 7X24 basis
Severity Level 2: 3 hours; on a 7X24 basis
Severity Level 3: 4 local business hours
Severity Level 4: 10 local business hours

2.2 ONSITE SUPPORT:

Vendor sends authorized personnel to installation site to work on the problem after Vendor has isolated the problem by Severity Level and deemed onsite support necessary. Onsite support response objective is next local business day, on a 5X9 basis, after Vendor deems onsite support is necessary. Arrival of support personnel onsite is dependent upon onsite arrival of any necessary replacement parts. Onsite support does not apply to software, but may be separately purchased.

2.3 REPLACEMENT PARTS AND INSTALLATION:

Vendor provides replacement parts when deemed necessary by Vendor. Installation of Customer Replaceable Units (CRUs) performed by Government. Reference to Product Maintenance table listing of parts designated as CRU's.

Installations of all other non-CRU parts are performed by the Vendor.

Replacement parts will be shipped to Government for next local business day arrival. Local country shipment cut-off times may impact the no later than next local business day delivery of replacement parts and the related on-site support.

If Vendor installs the replacement part, Vendor will arrange for its return to their Vendor facility. If government installs the CRU, the government is responsible for returning the replaced CRU to the nearest facility provided by the Vendor.

2.4 CORE SOFTWARE (OPERATING SYSTEM) RELEASES AND INSTALLATION:

Vendor provides new releases of Core software as available. Government will perform the installation of the new releases of Core software, unless deemed necessary by the Vendor.

2.5 EMC SOFTWARE (ENTERPRISE, APPLICATION, OR ENHANCED FEATURE SOFTWARE, (EXCLUDING CORE SOFTWARE) RELEASES, AND INSTALLATION:

Vendor must provide to Government all EMC new software releases. Government will perform installation unless deemed necessary by the Vendor.

2.6 SECURE REMOTE SUPPORT:

Government no longer allows certain products installed at government sites to automatically and independently contact the Vendor to provide input to assist the Vendor technician in problem determination. Government servers cannot remotely be connected to "Call Out" for support automatically. When the government has to troubleshoot the problem with Vendor assistance the Government can sometimes manually connect to the Vendor.

Once Vendor manually notifies the Government of a problem, the same response objectives for Technical Phone Support and Onsite support will apply as if the Government had called by phone or e-mail.

2.7 ACCESS TO WEB BASED, GOVERNMENT SUPPORT TOOLS:

Government has properly registered and has access on a 7X24 basis to Vendor web based customer support tools via the provided Vendor Powerlink website.

2.8 REPORTING: Upon completion of repair, maintenance, the contractor will furnish a written report detailing the services performed. The Government Representative will acknowledge the report by signature and provide a copy for the contractor.

3.0 PERFORMANCE MANAGEMENT ASSESSMENT PROGRAM (QUALITY CONTROL)

3.1 The Government's Quality Assessment Program (QAP) may evaluate the contractor's performance any time during the duration of this contract. The QAP will record all assessment observations. When observation indicates defective performance, the QAP will require the contract manager to representative at the site to initial the observation. This initialing of the observations does not necessarily constitute concurrence with the

observation only acknowledgement that he or she has been made aware of the defective performance. If performance defects are identified and validated by QAP, the contractor shall be provided the opportunity to re-perform. Disputes between QAP and contractor personnel over performance standards shall be referred to the contracting officer for final determination. The government reserves the right to inspect tasks not shown on the Service Summary.

3.2 Acceptable Performance. Acceptable performance is achieved when performance meets or exceeds the minimum contract performance standard(s).

3.3 Unacceptable Performance. Exists when the contractor does not meet the minimum contract performance standard(s). Re-performance of unacceptable services at no additional cost to the government is the preferred course of action the government will seek when appropriate.

3.4 Unacceptable performance Re-performed by the Contractor and Acceptable to the QAP will not be considered a defect. However, unacceptable performance not corrected with the specified time frame or re-performed and still considered unacceptable by the QAP will be considered a “defect.” When defect(s) in service(s) cannot be corrected by re-performance, the government may reduce the contract price to reflect the reduced value of the service(s) performed and require the contractor to take the necessary action to ensure future performance conforms to contract requirements.

3.5 Re-performance. When service performed does not conform to contract requirements, the contractor shall re-perform the service in conformity with the contract specifications at no additional cost to the Government. Re-performance of the services shall commence immediately upon notification by the contracting officer’s representative and the contractor shall have a sufficient workforce dedicated to ensure corrections are accomplished by the time frame specified by the contracting officer’s representative without degradation of normal services.

SERVICES DELIVERY SUMMARY

SERVICE SUMMARY: – Server and Network Support; Maintenance, Protection, and Backup Hardware & Software.

Performance Objective	PWS Para.	Performance Standard	Assessment Method	Assessment Schedule
ENHANCED MAINTENANCE	2.1; 2.2; 2.3; 2.4; 2.5; 2.6; 2.7; 2.8	Contractor must meet 97% of the completion times	100%	Quarterly

The following clauses apply:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1 Format

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

DESTINATION/DESTINATION

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	M67443
Issue By DoDAAC	M67004
Admin DoDAAC	M67004
Inspect By DoDAAC	M94705
Ship To Code	M38441
Ship From Code	CONTRACT CAGE CODE
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	M94705
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

cynthia.thomas-willi@usmc.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

cynthia.thomas-willi@usmc.mil at (229) 639-6880

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

The provision at [52.212-1](#), Instructions to Offerors -- Commercial, applies to this acquisition Provision [52.212-2](#), Evaluation -- Commercial Items

Evaluation -- Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

Past performance

EMC certification to service equipment

Past performance –Offerors must not have any adverse information. Will be reviewed based upon PPIRS and/or other Government information.

Technical and past performance, when combined, are equal

(b) *Options.* The Government will evaluate offers for wards purposed by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Governmnet to exercisethe option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified experation time, the Governmnet may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

Offerors are advised to include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications -- Commercial Items, with your offer.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

Source Selection Information See FAR 2.101 and 3.104

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (OCT 2014) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDITIONAL CLAUSES INCORPORATED BY REFERENCE

52.232-18	Availability of Funds	APR 1984
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.204-13	Sstem for Award Management Maintenance	JUL 2013
52.211-15	Defense Priority and allocation Requirements	APR 2008
52.212-4	Contracting Terms and conditions- - Commercial Itams	May 2015
52.232-11	Extras	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Governmnet Delay of Work	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-16	Responsibility for Supplies	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.204-7004	System for Award Management (52.204-7)	MAY 2013
252.204-7012	Safeguarding Coverd Defense Information and Cyber Incident Reporting	AUG 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.225-7002	Qyalifying Contry Sources As Subcontractors	APR 2003
252.225-7003	Electronic Submission of Payment Requiests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.249-7001	Pricing of Contract Modifications	DEC 1991
252.247-7023	Transportation of supplies by Sea	APR 2014
252.225-7048	Export-Controlled Items	JUN 2013

Source Selection Information See FAR 2.101 and 3.104

Evaluation factor(s) listed above is price. Proposals are due by 15:00 (3) pm EST on 25 September 2015.

The quotes submitted will be based upon the evaluation factor(s) listed in the solicitation.

Quote submission may be accomplished via:

Email: cynthia.thomas-willi@usmc.mil

For additional information you can contact:

Ms. Cynthia Thomas-Williams (229)639-6880 or email: cynthia.thomas-willi@usmc.mil

Or

Barbara A. Banks (229)639-6761 or email: barbara.a.banks@usmc.mil

Thank you,

Cynthia Thomas-Williams
Contracts Specialist